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6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON

8 RAUL MERINO PAZ, individually and on
9 behalf of all others similarly situated,

10 Plaintiff,

11 v.

12 SAKUMA BROTHERS FARMS, INC.,

13 Defendant.

NO.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

14
15 Plaintiff Raul Merino Paz, by his undersigned attorneys, for this class action complaint
16 against Defendant Sakuma Brothers Farms, Inc. (“Sakuma” or “Defendant”), alleges as
17 follows:

18 **I. INTRODUCTION**

19 1.1 Nature of Action. This is an employment law action against Sakuma pursuant to
20 the Migrant and Seasonal Agricultural Worker Protection Act, 29 U.S.C. § 1801 *et seq.*
21 (“AWPA”) and Washington employment law. Plaintiff brings this action against Sakuma for
22 engaging in a systematic scheme of wage and hour violations against farmworkers at Sakuma’s
23 farms in Burlington and Mount Vernon, Washington. These violations include failure to
24 provide rest breaks, failure to keep accurate records of the actual hours worked, failure to
25 provide pay statements with accurate statements of the actual hours worked, and failure to
26 comply with agreed-upon working arrangements.

II. JURISDICTION AND VENUE

1 2.1 Jurisdiction. This Court has subject-matter jurisdiction based on federal
 2 question jurisdiction pursuant to 28 U.S.C. § 1331 and AWPA, 29 U.S.C. § 1854(a). This
 3 Court also has supplemental jurisdiction over the Washington state-law claims pursuant 28
 4 U.S.C. § 1367(a) because these claims are so related to the federal claims that they form part of
 5 the same case and controversy under Article III of the U.S. Constitution. This Court is
 6 empowered to grant declaratory and injunctive relief pursuant to 28 U.S.C. § 2201 and
 7 29 U.S.C. § 1854 (c)(1).

8 2.2 Venue. Venue of this case in this Court is proper: (1) pursuant to 28 U.S.C.
 9 § 1391(b)(1) in that Defendant does sufficient business in this District to subject it to personal
 10 jurisdiction herein; and (2) pursuant to 28 U.S.C. § 1391(b)(2) in that a substantial part of the
 11 events or omissions giving rise to the claims occurred in this District.

III. PARTIES

Plaintiff Raul Merino Paz.

14 3.1 Plaintiff Merino is a “migrant agricultural worker” under AWPA.

15 3.2 Plaintiff Merino permanently resides in the state of California.

16 3.3 Plaintiff Merino began working for Sakuma in Washington during the summer
 17 of 2006 after he was recruited by the company.

18 3.4 Since 2006, Plaintiff Merino has traveled from his permanent residence in
 19 California at the beginning of each summer to pick berries for Sakuma. He generally picks
 20 berries for Sakuma until approximately October or November each year, at which time he
 21 returns to his permanent residence.

22 3.5 Sakuma failed to provide Plaintiff Merino ten minute rest breaks for every four
 23 hours of work and has required Plaintiff Merino to work more than three consecutive hours
 24 without a rest break. Sakuma did not pay Plaintiff Merino for ten minutes of work for each rest
 25 break Sakuma failed to provide him.

1 3.6 Sakuma failed to make and keep accurate records of Plaintiff Merino's hours
2 worked and failed to provide to Plaintiff Merino accurate written statements of his hours
3 worked each pay period.

4 3.7 Sakuma failed to comply with a 2013 working arrangement under which
5 Plaintiff Merino was to be paid for blueberry picking at a piece rate determined by an agreed
6 "test pick" process.

7 Defendant Sakuma Brothers Farms, Inc.

8 3.8 Sakuma is a Washington corporation located in Burlington, Washington.

9 3.9 Each summer, Sakuma hires hundreds of migrant and seasonal workers to pick
10 fruit, including strawberries, blueberries, blackberries, and raspberries, at its farms.

11 3.10 Many of Sakuma's workers travel from their permanent residences in other
12 states to work from the early summer until October or November.

13 3.11 Most of Sakuma's migrant and seasonal workers do not speak English.

14 3.12 Many of Sakuma's migrant and seasonal workers do not speak Spanish well and
15 instead speak indigenous Mixteco and Triqui languages.

16 3.13 Sakuma pays migrant and seasonal employees piece rate wages based on the
17 quantity of fruit picked each day.

18 3.14 Sakuma also pays some migrant and seasonal employees hourly wages for
19 limited work related to the fruit harvest.

20 3.15 Sakuma is an "agricultural employer" under AWPA, and Sakuma employed or
21 employs Plaintiff and the members of the proposed classes.

22 **IV. CLASS ACTION ALLEGATIONS**

23 4.1 Class Definition: Pursuant to Federal Rule of Civil Procedure 23, Plaintiff
24 brings this case as a class action on behalf of a class and subclass defined as follows:

25 Farmworker Class:

26 All current and former migrant and seasonal employees of
Defendant Sakuma Brothers Farms, Inc. who performed fruit

1 harvest work for Defendant at any time between October 24,
 2 2010 and the date of final disposition of this action.

3 Blueberry Harvester Subclass:

4 All current and former migrant and seasonal employees of
 5 Defendant Sakuma Brothers Farms, Inc. who worked in the
 6 blueberry harvest for Defendant in 2013.

7 4.1.1 Excluded from the Farmworker Class and the Blueberry Harvester Subclass are
 8 Defendant, any entity in which Defendant has a controlling interest or that has a controlling
 9 interest in Defendant, and Defendant's legal representatives, assignees, and successors. Also
 10 excluded are the judge assigned to this case and any member of the judge's immediate family.
 11 Also excluded are any workers who came to work at Sakuma on an H-2A visa.

12 4.2 Numerosity. The members of the Farmworker Class and the Blueberry
 13 Harvester Subclass are so numerous that joinder is impracticable. Plaintiff believes there are at
 14 least 400 members composing the Farmworker class and at least 100 members composing the
 15 Blueberry Harvester Subclass. Members of the class and subclass are geographically dispersed
 16 throughout multiple states. In addition, members of the classes have a low degree of
 17 sophistication, limited English proficiency, and lack the resources to sue individually. The
 18 disposition of the claims of the Farmworker Class and the Blueberry Harvester Subclass in a
 19 single action will provide substantial benefits to all parties and the Court.

20 4.3 Commonality.

21 4.3.1 Farmworker Class: There are numerous questions of law and fact
 22 common to Plaintiff and members of the Farmworker Class. These questions include, but are
 23 not limited to, the following:

24 a. Whether Sakuma has engaged in a common course of failing to
 25 provide migrant and seasonal employees with required rest breaks;

26 b. Whether Sakuma has engaged in a common course of failing to
 27 pay the proper wages owed to migrant and seasonal employees when due;

- 1 c. Whether Sakuma has engaged in a common course of failing to
2 provide migrant and seasonal employees with accurate written statements of hours worked;
3 d. Whether Sakuma engaged in a common course of failing to
4 make and keep accurate records of hours worked for migrant and seasonal employees;
5 e. Whether Sakuma has engaged in a common course of improperly
6 rounding hours;
7 f. Whether Sakuma has engaged in a common course of failing to
8 maintain true and accurate time and payroll records for all work performed by migrant and
9 seasonal employees;
10 g. Whether Sakuma has violated 29 U.S.C. § 1822(a) and 29 U.S.C.
11 § 1832(a);
12 h. Whether Sakuma has violated 29 U.S.C. § 1821(d)(1) and (d)(2),
13 and 29 U.S.C. § 1831(c)(1) and (c)(2);
14 i. Whether Sakuma has violated RCW 49.46.070, WAC 296-131-
15 015, WAC 296-131-017, and WAC 296-128-010;
16 j. Whether Sakuma has violated RCW 49.12.020 and WAC
17 296-131-020;
18 k. Whether Sakuma has violated RCW 49.52.050; and
19 l. The nature and extent of class-wide injury and the measure of
20 compensation for such injury.

21 4.3.2 Blueberry Harvester Subclass: There are numerous questions of law and
22 fact common to Plaintiff and members of the Blueberry Harvester Subclass. The questions
23 include, but are not limited to the following:

- 24 a. Whether Sakuma engaged in a common course of violating its
25 agreement to pay blueberry pickers a piece rate to be determined through “test picks” of the
26 blueberry fields in 2013;

b. Whether Sakuma violated 29 U.S.C. § 1822(c) and 29 U.S.C. § 1832(c).

4.4 Typicality.

4.4.1 Farmworker Class: The claims of Plaintiff Merino are typical of the claims of the Farmworker Class. Plaintiff Merino has been seasonally employed in Washington by Sakuma as a migrant agricultural worker and is thus a member of the proposed Farmworker Class. The claims of Plaintiff Merino, like the claims of the Farmworker Class, arise out of the same common course of conduct by Sakuma and are based on the same legal and remedial theories.

4.4.2 Blueberry Harvester Subclass: The claims of Plaintiff Merino are typical of the claims of the Blueberry Harvester Subclass. Plaintiff Merino was seasonally employed in the blueberry harvest at Sakuma in 2013. The claims of Plaintiff Merino, like the claims of the Blueberry Harvester Subclass, arise out of the same common course of conduct by Sakuma and are based on the same legal and remedial theories.

4.5 Adequacy.

4.5.1 Farmworker Class: Plaintiff Merino will fairly and adequately protect the interests of the Farmworker Class. Plaintiff Merino has retained competent and capable attorneys who are experienced trial lawyers with significant experience in complex class action litigation, including employment law. Plaintiff Merino and his counsel are committed to prosecuting this action vigorously on behalf of the Farmworker Class and have the financial resources to do so. Neither Plaintiff Merino nor his counsel has interests that are contrary to or that conflict with those of the proposed Farmworker Class.

4.5.2 Blueberry Harvester Subclass: Plaintiff Merino will fairly and adequately protect the interests of the Blueberry Harvester Subclass. Plaintiff Merino has retained competent and capable attorneys who are experienced trial lawyers with significant experience in complex class action litigation, including employment law. Plaintiff Merino and

1 his counsel are committed to prosecuting this action vigorously on behalf of the Blueberry
2 Harvester Subclass and have the financial resources to do so. Neither Plaintiff Merino nor his
3 counsel has interests that are contrary to or that conflict with those of the proposed Blueberry
4 Harvester Subclass.

5 4.6 Predominance. Sakuma has engaged in a common course of violating the
6 employment rights of Plaintiff Merino and members of the class and subclass. The common
7 issues arising from this conduct that affect Plaintiff Merino and members of the class and
8 subclass predominate over any individual issues. Adjudication of these common issues in a
9 single action has important and desirable advantages of judicial economy.

10 4.7 Superiority. Plaintiff Merino and members of the class and subclass have
11 suffered and will continue to suffer harm and damages as a result of Sakuma's unlawful and
12 wrongful conduct. Absent a class action, however, most class members likely would find the
13 cost of litigating their claims prohibitive. Class members also face challenges vindicating their
14 rights on an individual basis due to the logistical realities of migrating to find work, limited
15 English proficiency, lack of familiarity with the court system, and low levels of sophistication.
16 Class treatment is superior to multiple individual suits or piecemeal litigation because it
17 conserves judicial resources, promotes consistency and efficiency of adjudication, provides a
18 forum for small claimants, and deters illegal activities. There will be no significant difficulty in
19 the management of this case as a class action. The class members are readily identifiable from
20 Sakuma's records.

V. SUMMARY OF FACTUAL ALLEGATIONS

22 5.1 Common Course of Conduct. At all times relevant to this complaint, Sakuma
23 has engaged in, and continues to engage in, a common course of violating the employment
24 rights of migrant and seasonal employees in the state of Washington.

25 5.2 Failure to Provide Proper Rest Breaks. Sakuma's common course of
26 employment rights violations includes failing to provide migrant and seasonal workers with

1 paid rest breaks as required by Washington law. At all times relevant to this complaint,
 2 Sakuma did not provide the migrant and seasonal workers it employed with ten minute rest
 3 breaks for every four hours of work. Sakuma required the employees to work more than three
 4 consecutive hours without a rest break, and did not provide ten minutes of additional pay for
 5 each rest break they missed. Sakuma has had actual or constructive knowledge of the fact that
 6 migrant and seasonal workers were not provided ten minute rest breaks for every four hours of
 7 work, were required to work more than three consecutive hours without a rest break, and were
 8 not provided ten minutes of additional pay for each rest break they missed.

9 5.3 Failure to Pay Wages When Due. Sakuma's common course of employment
 10 rights violations also includes failing to pay migrant and seasonal workers proper wages when
 11 due. At all times relevant to this complaint, Sakuma has failed to provide employees with
 12 required rest breaks, thus entitling them to additional wages each pay period. By failing to pay
 13 such additional wages, Sakuma has intentionally and willfully failed to pay proper wages when
 14 due.

15 5.4 Failure to Provide Accurate Statements of Hours Worked. Sakuma's common
 16 course of employment rights violations includes failing to provide migrant and seasonal
 17 employees with accurate written statements of hours worked each pay period.

18 5.5 Failure to Keep Accurate Records. Sakuma's common course of employment
 19 rights violations includes failing to failing to make and keep accurate records of hours worked
 20 for migrant and seasonal employees. On information and belief, at all times relevant to this
 21 complaint, Sakuma has improperly rounded hours to the nearest half-hour.

22 5.6 Failure to Comply with Working Arrangement in the Blueberry Harvest.
 23 Sakuma's common course of conduct includes violating its working arrangement with
 24 blueberry harvesters. Under this working arrangement, Sakuma agreed to set the blueberry
 25 piece rates based on a "test pick" of each blueberry field by at least three pickers, including a
 26 fast, medium and slow picker. Sakuma initially honored the arrangement, and then unilaterally

1 reduced the piece rate below the rate determined by the “test pick.” For the remainder of the
 2 blueberry harvest, Sakuma failed to comply with the agreed working arrangement.

3 VI. FIRST CLAIM FOR RELIEF

4 Violations of AWPA (29 U.S.C. § 1822(a) and 29 U.S.C. § 1832(a)) — Failure to Pay Wages When Due 5 *On Behalf of Farmworker Class*

6.1 Plaintiff Merino realleges and incorporates by reference each and every
 7 allegation set forth in the preceding paragraphs.

6.2 29 U.S.C. § 1822(a) and 29 U.S.C. § 1832(a) require agricultural employers to
 8 pay migrant and seasonal employees the wages owed to them when due.

6.3 Sakuma is an “agricultural employer” under 29 U.S.C. § 1802(2).

6.4 By failing to compensate Plaintiff Merino and Farmworker Class members for
 11 an additional ten minutes of work for each rest break Plaintiff Merino and Farmworker Class
 12 members missed, Sakuma has intentionally violated 29 U.S.C. § 1822(a) and 29 U.S.C.
 13 1832(a).

6.5 Under 29 U.S.C. § 1854, for each violation of AWPA, Plaintiff Merino and each
 15 member of the Farmworker Class are entitled to recover their actual damages or up to \$500 per
 16 class member per violation in statutory damages.

18 VII. SECOND CLAIM FOR RELIEF

19 Violations of AWPA (29 U.S.C. § 1821(d)(2) and 29 U.S.C. § 1831(c)(2)) — Failure to Provide Accurate Statements of Hours Worked 20 *On Behalf of Farmworker Class*

7.1 Plaintiff Merino realleges and incorporates by reference each and every
 21 allegation set forth in the preceding paragraphs.

7.2 Pursuant to 29 U.S.C. § 1821(d)(2) and 29 U.S.C. § 1831(c)(2),
 23 agricultural employers must provide migrant and seasonal employees with accurate written
 24 statements of hours worked, pay period earnings and net pay for each pay period.

7.3 Sakuma is an “agricultural employer” under 29 U.S.C. § 1802(2).

1 7.4 By the actions alleged above, Sakuma has intentionally violated 29 U.S.C.
 2 § 1821(d)(2) and 29 U.S.C. § 1831(c)(2).

3 7.5 Under 29 U.S.C. § 1854, for each violation of AWPA, Plaintiff Merino
 4 and each member of the Farmworker Class are entitled to recover their actual damages or up to
 5 \$500 per class member per violation in statutory damages.

6 **VIII. THIRD CLAIM FOR RELIEF**

7 **Violations of AWPA (29 U.S.C. § 1821(d)(1) and 29 U.S.C. § 1831(c)(1)) — Failure to Make, Keep and Preserve Accurate and Adequate Wage Records** 8 *On Behalf of Farmworker Class*

9 8.1 Plaintiff Merino realleges and incorporates by reference each and every
 10 allegation set forth in the preceding paragraphs.

11 8.2 Pursuant to 29 U.S.C. § 1821(d)(1) and 29 U.S.C. § 1831(c)(1), agricultural
 12 employers must make, keep and preserve records of the correct number of hours worked, the
 13 correct total pay period earnings, and the correct net pay of migrant and seasonal employees..

14 8.3 Sakuma is an “agricultural employer” under 29 U.S.C. § 1802(2).

15 8.4 By the actions alleged above, Sakuma has intentionally violated 29 U.S.C.
 16 § 1821(d)(1) and 29 U.S.C. § 1831(c)(1).

17 8.5 Under 29 U.S.C. § 1854, for each violation of AWPA, Plaintiff Merino and each
 18 member of the Farmworker Class are entitled to recover their actual damages or up to \$500 per
 19 class member per violation in statutory damages.

20 **IX. FOURTH CLAIM FOR RELIEF**

21 **Violations of AWPA (29 U.S.C. § 1822(c) and 29 U.S.C. § 1832(c)) — Violation of Working Arrangement** 22 *On Behalf of Blueberry Harvester Class*

23 9.1 Plaintiff Merino realleges and incorporates by reference each and every
 24 allegation set forth in the preceding paragraphs.

25 9.2 Pursuant to 29 U.S.C. § 1822(c) and 29 U.S.C. § 1832(c), agricultural employers
 26 shall not violate the terms of any working arrangement made with any migrant or seasonal
 agricultural worker.

1 9.3 Sakuma is an “agricultural employer” under 29 U.S.C. § 1802(2).

2 9.4 By the actions alleged above, Sakuma has intentionally violated 29 U.S.C. §
3 1822(c) and 29 U.S.C. § 1832(c).

4 9.5 Under 29 U.S.C. § 1854, for each violation of AWPA, Plaintiff Merino and each
5 member of the Farmworker Class are entitled to recover their actual damages or up to \$500 per
6 class member per violation in statutory damages.

7 **X. FIFTH CLAIM FOR RELIEF**

8 **Violations of RCW 49.12.020 and WAC 296-131-020 —**

9 **Failure to Provide Rest Periods** ***On Behalf of Farmworker Class***

10.1 Plaintiff Merino realleges and incorporates by reference each and every
allegation set forth in the preceding paragraphs.

10.2 RCW 49.12.010 provides that “[t]he welfare of the state of Washington
demands that all employees be protected from conditions of labor which have a pernicious
effect on their health. The state of Washington, therefore, exercising herein its police and
sovereign power declares that inadequate wages and unsanitary conditions of labor exert such
pernicious effect.”

10.3 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in
any industry or occupation within the state of Washington under conditions of labor detrimental
to their health.”

10.4 Pursuant to RCW 49.12.005 conditions of labor “means and includes the
conditions of rest and meal periods” for employees.

10.5 WAC 296-131-020(2) provides that “[e]very employee shall be allowed a rest
period of at least ten minutes, on the employer's time, in each four-hour period of
employment.”

10.6 By failing to provide proper rest periods to Plaintiff Merino and Farmworker
Class members, Sakuma has violated the provisions of RCW 49.12.020 and WAC 296-131-
020(2).

1 10.7 As a result of the unlawful acts of Sakuma, Plaintiff Merino and members of the
2 Farmworker Class have been deprived of compensation in amounts to be determined at trial,
3 and they are entitled to the recovery of such damages, including interest thereon, as well as
4 attorneys' fees pursuant to RCW 49.48.030 and costs.

XI. SIXTH CLAIM FOR RELIEF

**Violations of RCW 49.46.070, WAC 296-131-015, WAC 296-131-017,
and WAC 296-128-010 — Failure to Maintain Adequate and Accurate Time Records
*On Behalf of Farmworker Class***

8 11.1 Plaintiff Merino realleges and incorporates by reference each and every
9 allegation set forth in the preceding paragraphs.

10 11.2 RCW 49.46.070 provides that “[e]very employer . . . shall make, and keep . . . a
record of . . . the hours worked each day and each work week by [each] employee.”

12 11.3 WAC 296-131-015 states, “[a] pay statement shall be provided to each
13 employee at the time wages are paid. The pay statement shall identify the employee, show the
14 number of hours worked . . .”

15 11.4 WAC 296-131-017(1) provides, “[e]very employer shall keep for at least three
16 years a record of the name, address, and occupation of each employee, dates of employment,
17 rate or rates of pay, amount paid each pay period to each such employee and the hours
18 worked.”

19 11.5 WAC 296-128-010 provides that “employers shall be required to keep and
20 preserve payroll and other records containing the following information... (6) Hours worked
21 each workday and total hours worked each workweek.”

22 11.6 Pursuant to the Washington Department of Labor and Industries (“DLI”)
23 Administrative Policy ES.D.2, agricultural employers “may not utilize recordkeeping systems
24 in which 15-minute segments of work time are not recorded or paid.”

25 11.7 Sakuma rounded the hours of Plaintiff Merino and the Farmworker Class
26 members to the nearest half hour, does not keep an accurate record of the hours worked by

1 Plaintiff Merino and the Farmworker Class members, and does not provide pay statements that
 2 show an accurate total of the hours worked, rounded to the nearest quarter-hour.

3 11.8 By the actions alleged above, Sakuma has violated the provisions of RCW
 4 49.46.070, WAC 296-131-015, WAC 296-131-017, and 296-128-010.

5 11.9 As a result of the unlawful acts of Sakuma, Plaintiff Merino and the Farmworker
 6 Class are entitled to declaratory and injunctive relief as allowed by law.

7 **XII. SEVENTH CLAIM FOR RELIEF**

Violation of RCW 49.52.050 — Willful Refusal to Pay Wages *8 On Behalf of Farmworker Class and Blueberry Harvester Subclass*

9 12.1 Plaintiff Merino realleges and incorporates by reference each and every
 10 allegation set forth in the preceding paragraphs.

11 12.2 RCW 49.52.050 provides that any employer or agent of any employer who,
 12 “[w]ilfully and with intent to deprive the employee of any part of his wages, shall pay any
 13 employee a lower wage than the wage such employer is obligated to pay such employee by any
 14 statute, ordinance, or contract” shall be guilty of a misdemeanor.

15 12.3 Sakuma’s violations of 29 U.S.C. § 1822(c), 29 U.S.C. § 1832(c), RCW
 16 49.12.020 and WAC 296-131-020, as discussed above, were willful and constitute violations of
 17 RCW 49.52.050.

18 12.4 RCW 49.52.070 provides that any employer who violates the provisions of
 19 RCW 49.52.050 shall be liable in a civil action for twice the amount of wages withheld,
 20 attorneys’ fees, and costs.

21 12.5 As a result of the willful, unlawful acts of Sakuma, Plaintiff Merino and
 22 members of the Farmworker Class and Blueberry Harvester Subclass have been deprived of
 23 compensation in amounts to be determined at trial and pursuant to RCW 49.52.070, they are
 24 entitled to recovery of twice the amount of such damages, as well as attorneys’ fees and costs.

1 **XIII. PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff Merino, on his own behalf and on behalf of the members of
 3 the Farmworker Class and Blueberry Harvester Subclass, prays for judgment against Sakuma
 4 as follows:

- 5 A. Certify the proposed Farmworker Class and Blueberry Harvester Subclass;
- 6 B. Declare that Sakuma is financially responsible for notifying all class members of
 its employment law violations;
- 7 C. Appoint Plaintiff Merino as representative of the Farmworker Class;
- 8 D. Appoint Plaintiff Merino as representative of the Blueberry Harvester Subclass;
- 9 E. Appoint the undersigned counsel as counsel for the Farmworker Class and
 10 Blueberry Harvester Subclass;
- 11 F. Declare that Sakuma's actions complained of herein violate 29 U.S.C. § 1821,
 12 29 U.S.C. § 1831, 29 U.S.C. § 1822, 29 U.S.C. § 1832, RCW 49.12.020, WAC 296-131-020,
 13 RCW 49.52.050, RCW 49.46.070, WAC 296-131-015, WAC 296-131-017, and WAC 296-
 14 128-010;
- 15 G. Enjoin Sakuma and its officers, agents, successors, employees, representatives,
 16 and any and all persons acting in concert with Sakuma, as provided by law, from engaging in
 17 the unlawful and wrongful conduct set forth herein;
- 18 H. Award Plaintiff Merino and members of the Farmworker Class and Blueberry
 19 Harvester Subclass actual damages or statutory damages of up to \$500, whichever is greater,
 20 for each violation of AWPA;
- 21 I. Award Plaintiff Merino and members of the Farmworker Class and Blueberry
 22 Harvester Subclass compensatory and exemplary damages, as allowed by law;
- 23 J. Award Plaintiff Merino and members of the Farmworker Class and Blueberry
 24 Harvester Subclass attorneys' fees and costs, as allowed by law, including RCW 49.48.030 and
 25 RCW 49.52.070;

K. Award Plaintiff Merino and members of the Farmworker Class and Blueberry Harvester Subclass prejudgment and post-judgment interest, as provided by law;

L. Permit Plaintiff Merino leave to amend the Complaint to conform to the evidence presented at trial; and

M. Grant such other and further relief as the Court deems necessary, just, and proper.

DATED this 24th day of October, 2013.

TERRELL MARSHALL DAUDT & WILLIE PLLC

By: /s/ Toby J. Marshall, WSBA #32726
Toby J. Marshall, WSBA #32726
Email: tmarshall@tmdwlaw.com
Marc C. Cote, WSBA #39824
Email: mcote@tmdwlaw.com
Beau C. Haynes, WSBA #44240
Email: bhaynes@tmdwlaw.com
936 North 34th Street, Suite 300
Seattle, Washington 98103
Telephone: (206) 816-6603
Facsimile: (206) 350-3528

COLUMBIA LEGAL SERVICES

By: /s/ Daniel G. Ford, WSBA #10903
Daniel G. Ford, WSBA #10903
Email: dan.ford@columbialegal.org
Sarah Leyrer, WSBA #38311
Email: sarah.leyrer@columbialegal.org
101 Yesler Way, Suite 300
Seattle, Washington 98104
Telephone: (206) 464-5936
Facsimile: (206) 382-3386

Attorneys for Plaintiff and Proposed Class